

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528993

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THIRTY-ONE GIFTS LLC		06/20/2019	Limited Liability Company: OHIO
TGTM HOLDINGS LLC		06/20/2019	Limited Liability Company: OHIO

RECEIVING PARTY DATA

Name:	THE HUNTINGTON NATIONAL BANK, as Administrative Agent
Street Address:	917 Euclid Avenue, CM64
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 71

Property Type	Number	Word Mark
Registration Number:	5643184	BEHIND THE BAG
Registration Number:	5538247	EASY GOING
Registration Number:	5306464	GOING MY WAY
Registration Number:	5306462	GOING PLACES
Registration Number:	5217192	SWAP-IT POCKET
Registration Number:	5217191	WALL TOGETHER
Registration Number:	5204873	ALL-IN
Registration Number:	5115615	AROUND TOWN
Registration Number:	5115614	NEW DAY
Registration Number:	5115613	TONS OF FUNDS
Registration Number:	5115612	MILES OF STYLE
Registration Number:	5126004	COOL CLIP
Registration Number:	5067083	FASHION GAMES
Registration Number:	5076368	ALL ABOUT THE BENJAMINS
Registration Number:	5220706	THIRTY-ONE
Registration Number:	4979498	ALL PACKED
Registration Number:	4979497	CHALK-IT-UP

CH \$1790.00 5643184

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4979496	FAMILY FUN
Registration Number:	4836796	MADE IN THE SHADE
Registration Number:	4974420	LEAK LOCK
Registration Number:	4919245	JK BY THIRTY-ONE
Registration Number:	4909718	AROUND THE CLOCK
Registration Number:	4909717	DOUBLE DUTY
Registration Number:	4819132	ON A STROLL
Registration Number:	4819131	HANDLE-IT
Registration Number:	4766129	BAUBLES & BRACELETS
Registration Number:	4819130	PERFECT CENTS
Registration Number:	4819128	OH-SNAP
Registration Number:	4819127	KEEP-IT TOTE
Registration Number:	4678712	EXPLORISTA
Registration Number:	4678710	PACK N' PULL
Registration Number:	4533687	PERFECT PARTY SET
Registration Number:	4533686	PERFECT BOTTLE
Registration Number:	4547418	FRESH MARKET
Registration Number:	4533685	LUNCH BREAK
Registration Number:	4533684	BRING-A-BOTTLE
Registration Number:	4668515	WEDDING EXPRESSIONS
Registration Number:	4737456	CREATIVE EXPRESSIONS
Registration Number:	4984589	PROMISING PICKS
Registration Number:	4214115	THIRTY-ONE
Registration Number:	4206107	THIRTY-ONE
Registration Number:	4093768	JK
Registration Number:	4523466	VARY YOU
Registration Number:	4523431	
Registration Number:	4523425	JUST BELIEVE
Registration Number:	4453953	THIRTY-ONE SPIRIT COLLECTION
Registration Number:	4436203	
Registration Number:	4436199	TOTE-A-TABLET
Registration Number:	4436196	ROOM TO GROW
Registration Number:	4436191	ORGANISTA
Registration Number:	4436188	EASY BREEZY
Registration Number:	4407156	OUT N' ABOUT
Registration Number:	4558423	ROOM FOR TWO
Registration Number:	4407155	YOUR WAY
Registration Number:	4450582	KEEP-IT CADDY

Property Type	Number	Word Mark
Registration Number:	4407154	LIL' EXPRESSIONS
Registration Number:	4458105	CELEBRATE ENCOURAGE REWARD
Registration Number:	4519072	SUITE SUCCESS
Registration Number:	4524388	U R STRONG U R BOLD U R TRUE U R U
Registration Number:	4517142	U R U
Registration Number:	4406940	POCKET-A-TOTE
Registration Number:	4435376	TOP-A-TOTE
Registration Number:	4406935	THIRTYONEBRELLA
Registration Number:	4406899	THIRTY-ONE GIVES
Registration Number:	4406898	THIRTY-ONE GIVES
Registration Number:	4406890	RETRO METRO
Registration Number:	4406887	FOLD N' FILE
Registration Number:	4406883	CELEBRATE AND CONNECT
Registration Number:	4406881	ABOUT TOWN BLANKET
Registration Number:	5520033	GIRLS TAKE FLIGHT
Serial Number:	87934847	WISHES COME TRUE

CORRESPONDENCE DATA

Fax Number: 3126095005

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-609-7943

Email: skowalski@vedderprice.com

Correspondent Name: Sylvia Kowalski

Address Line 1: 222 North LaSalle Street - 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 45570000011-Shaw/Talanki

NAME OF SUBMITTER: Sylvia Kowalski

SIGNATURE: /Sylvia Kowalski/

DATE SIGNED: 06/24/2019

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 20th day of June, 2019, by THIRTY-ONE GIFTS LLC, an Ohio limited liability company, and TGTM HOLDINGS LLC, an Ohio limited liability company (individually each referred to herein as a "Grantor" and together referred to herein as "Grantors"), in favor of THE HUNTINGTON NATIONAL BANK, as administrative agent and collateral agent for itself and the Lenders (in such capacities, "Agent"):

W I T N E S S E T H:

WHEREAS, Grantors, certain affiliates of Grantors from time to time party thereto, Agent and certain lenders from time to time party thereto are parties to a certain Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantors, by Lenders; and

WHEREAS, pursuant to the Credit Agreement, Grantors granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantors including, without limitation, all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by Grantors' Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Credit Agreement, the Credit Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantors hereby grant to Agent, for its benefit and the benefit of Lenders, a continuing security interest in Grantors' entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Obligations shall have been irrevocably and indefeasibly paid in full in cash and the Loan Documents shall have been terminated.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF OHIO APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

GRANTORS:

THIRTY-ONE GIFTS LLC

By: 
David R. Baumgartner
Vice President - Finance

TGTM HOLDINGS LLC

By: 
David R. Baumgartner
Vice President - Finance

Signature Page to Trademark
Security Agreement


CHICAGO/#3322441

TRADEMARK
REEL: 006676 FRAME: 0890

Agreed and Accepted as of the Date First Written Above

AGENT:

THE HUNTINGTON NATIONAL BANK

By: 
Heather Wah
Vice President

Signature Page to Trademark
Security Agreement

CHICAGO#3322441





TRADEMARK
REEL: 006676 FRAME: 0891


SCHEDULE A

TRADEMARKS

Owner: Thirty-One Gifts LLC, an Ohio limited liability company

<u>Trademark Description</u>	<u>U.S. Trademark Registration No.</u>
BEHIND THE BAG	5643184
EASY GOING	5538247
GOING MY WAY	5306464
GOING PLACES	5306462
SWAP-IT POCKET	5217192
WALL TOGETHER	5217191
ALL-IN	5204873
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CREATIVE EXPRESSIONS	4737456
PROMISING PICKS	4984589
THIRTY-ONE	4214115
THIRTY-ONE	4206107

<i>thirty-one</i>	
JK	4093768
VARY YOU	4523466
	4523431
JUST BELIEVE 	4523425
THIRTY-ONE SPIRIT COLLECTION 	4453953
	4436203
TOTE-A-TABLET	4436199
ROOM TO GROW	4436196
ORGANISTA	4436191
EASY BREEZY	4436188
OUT N' ABOUT	4407156
ROOM FOR TWO	4558423
YOUR WAY	4407155
KEEP-IT CADDY	4450582
LIL' EXPRESSIONS	4407154
CELEBRATE ENCOURAGE REWARD	4458105
SUITE SUCCESS	4519072

U R STRONG U R BOLD U R TRUE U R U	4524388
U R U	4517142
POCKET-A-TOTE	4406940
TOP-A-TOTE	4435376
THIRTYONEBRELLA	4406935
THIRTY-ONE GIVES 	4406899
THIRTY-ONE GIVES	4406898
RETRO METRO	4406890
FOLD N' FILE	4406887
CELEBRATE AND CONNECT	4406883
ABOUT TOWN BLANKET	4406881

Owner: TGTM Holdings LLC, an Ohio limited liability corporation

<u>Trademark Description</u>	<u>U.S. Trademark Registration No.</u>
GIRLS TAKE FLIGHT	5520033

TRADEMARK APPLICATIONS

Owner: Thirty-One Gifts LLC, an Ohio limited liability company

<u>Trademark Description</u>	<u>U.S. Trademark Application No.</u>
WISHES COME TRUE	87934847

Owner: TGTM Holdings LLC, an Ohio limited liability corporation

<u>Trademark Description</u>	<u>U.S. Trademark Application No.</u>